G. R. S. IX-5]

Previous references.

pds 39-18 (5054)
" 39-18 (13033)

1919.

(pds)

File No. 6-19

Serial Nos. 2[illegible]

Later references.

PS. 23-24 sls 1-9

GENERAL AND REVENUE SECRETARIAT.

(9)

Serial Nos. Two

Part B for Sept 19.

SUBJECT.

Execution of Govt Printing work in private presses.

Secy to, The Supdt Govt Ptg
No 47003 dt 18-9-9.
with refce to sl 2 forwards a copy of the agreement form to be generally used in entrusting private presses with the printing work of Govt Depts

G. R. S. III—1] 1919.

GENERAL AND REVENUE SECRETARIAT.

(P+S)

NOTES.

File No.

FILE HEADING.

Execution of Govt. Printing work in private presses

From The Superintendent Govt Printing

No. 70 Dated 9/7 Received 10/7

Diary No. 692	Enclos. / Spare Copies.	Serial No.

BRIEF ABSTRACT OF LETTER.

Forwarding in Go dated 4.4.19 forms for approval a uniform term of agreement to be entered into with contractors on the lines of the one prescribed in Go No 6736-74 dated 26.12.18

P+S 30-8-33

NOTES AND ORDERS.

(1) The Govt advocate has been addressed in R.O No 6 dated 12/7/19 for favour of a draft agreement as directed by the member Submitted

9-18-56

12/7 VS

It is perhaps

NOTES—First Sheet.

General and Revenue Secretariat. | PJ File No. 6 of 1919.

Serial No.

unexpedient to omit clauses 3 & 4 in the printed form of agreement

5) the clause regarding penalty for delay now suggested to be put in by the Supdt may be inserted as clause 7, even though ~~to~~ under clause the Govt can declare ~~forfeit~~ part or whole of the deposit as forfeited

4) the Supdt shd obtain orders of Govt to omit clauses 3 & 4 in each individual case if he thinks that there are sufficient grounds for doing so

SMH

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General and Revenue Secretariat. | PS File No. 6 of 1919

Serial No.

10) Forwarded with Compliments to the Govt Advocate in reply for favour of opinion

By order

Bryan Hamilton
for Chief Secy

Govt Advocate 28/7

11) In my opinion it is not necessary to omit clauses 3 & 4. Even in the ordinary cases referred to by the Superintendent, it would be better to insist upon deposits being made, the amount being fixed having regard to the quantity and nature of the work. The security amount will, of course be only nominal in ordinary cases.

I have no objection to the clause proposed by the Superintendent dated 2nd June, the words "in the words" by penalty" being added. It appears to be necessary to have such a clause as it is likely to have the effect of compelling persons to complete the work as quickly as possible.

In accordance of the various

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various penalties is a matter of pure discretion and there is therefore no danger in retaining all these clauses

Government decide.
16/8/19

The sum of Rs 50/- mentioned in the new clause may also be varied having regard to the nature & importance of the work.

Q.A. 16/8/19.

12) Subd. Asstt. 16/8 for orders (Refer para 9.)

1st Member)

18-8-19

13) The Dump. agreement may stand as advised by the S. A. The Sup. of P. may be informed accordingly.

19.8.19.

14) Dump approved

5-9-19

15). Draft Subd. Asstt. 6.9.19

8-9-19

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General and Revenue Secretariat.

PJS File No. 6 of 1919.

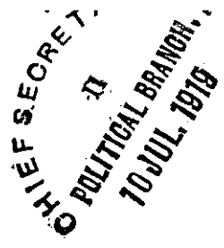
Serial No. 19

To

The Superintendent
Govt Printing

No. 7003 G 8

With reg to the forwarding a copy of the agreement form to be generally used in entering private presses with the print work of Govt Dept



OFFICE OF THE SUPERINTENDENT,
GOVERNMENT PRINTING,

Dated Bangalore, 9th July 1919.

P.T.S. 39-18-59

D. B. RAMACHANDRA MUDALIAR, ESQ.,
SUPERINTENDENT, GOVERNMENT PRINTING,
BANGALORE.

C. S. Balasundaram Iyer, Esq., B. A.,
Chief Secretary to the Government of Mysore,
Bangalore.

SIR,

With reference to Government Order No. G.411-12/ P. & S. 39-18-54 dated 7th July 1919 regarding a penalty to be prescribed for delay in the execution of works entrusted to Private Presses, I have the honor to state that subsequent to the issue of Government Order No. G.24674-6/P. & S.39-18-33 -- dated 26th April 1919, prescribing the form of agreement to be adopted in the case of the Tank Registers to be printed at the Bangalore Press, the form prescribed therein has with a view to uniformity been adopted for obtaining agreements from Private Presses in all cases in which, under Government Order No. G.15210-69/ G.P.11-14-3 dated 23rd January 1919, tenders are called for and submitted to Government and works are -- issued on the receipt of Government Orders. A copy of the form is submitted for kind perusal. I beg to state that the security deposit contemplated in clauses (3) and (4) is not being demanded in ordinary cases, it being however open to the Superintendent to insist upon such security in cases where the work is of a very costly nature as in the case of the Tank Registers referred to above. In the absence of a security deposit, the only penalty under the present agreement is the payment of the difference of rates, if the work has to be got done elsewhere, but in cases where the

~~where the~~ work is delayed beyond the stipulated time, no -- penalty is contemplated and the addition of a penal clause as directed in the Government Order under advertance is very -- necessary. I beg to suggest ~~khakx~~ the insertion of the -- following clause as clause (5) in the form now in use, (3) and (4) being omitted and clauses (5) and (6) being numbered (3) and (4) respectively. " (5) If the work is not - completed by the Press within the period stipulated in clause (1) above, the Press shall pay to the Government a penalty calculated at Rs.50/- per week or portion of a week during which the work is delayed in excess of the stipulated time.

I beg to be informed whether the form as thus revised may be adopted in all future agreements.

I have the honor to be,

Sir,

Your most obedient servant,

Superintendent,

Government Printing.

THIS AGREEMENT made the.....day of ..... one thousand nine hundred and....., between the..... ....Bangalore City, hereinafter called the Press of the one part, and the Superintendent, Government Printing, Bangalore, representing the Government of His Highness the Maharaja of Mysore, hereinafter called the Government, of the other part,

WHEREBY it is agreed between the parties above named as follows :—

(1) The Press shall print as per sample furnished to the Press and deliver.....copies of the..... .... noted in the schedule annexed hereto within... .... calendar months from this date, (excluding the period taken for the correction of proofs thereof by the..... .. .. or such person or persons as he may be pleased to authorise for the purpose), at the office of the..... ....,

(2) The following are the rates at which the Government has agreed to pay and the Press to accept, for the printing work agreed to be done as aforesaid, *viz.*,

ITEM.

(3) The Press hereby agrees to deposit a sum of Rs..... only as security for the due and timely performance of the work undertaken by the Press under this agreement.

(4) In the event of the Press failing to perform the whole or any part of the contract as per terms agreed to herein, the Government shall be at liberty to treat the contract as cancelled and to declare the whole or any part of the amount deposited as security as forfeited to Government.

~~3~~ (5) The Press shall submit two copies each of the first and second proofs, free of charge, to the..... ..... from time to time, and shall print final copies as per sample furnished after the approval of the proofs by that officer and the Press shall be bound to carry out the binding of the ~~registers~~ books ~~forms~~ in the manner, form and style approved by the Superintendent, Government Printing.

~~14~~ (6) If on account of the delay or neglect on the part of the Press to carry out satisfactorily the work undertaken within the specified time, the Government should be obliged to get the work or any portion of it done elsewhere, at rates higher than those agreed to herein, the Press shall, ~~in addition to the forfeiture of~~

~~the amount deposited as security,~~ pay to the Government the difference between such rates, *viz.*, the difference between the rates at which the work or any portion of the work is eventually got done, and the rates agreed to herein and specified above.

SCHEDULE.

IN WITNESS WHEREOF, the (Manager or Managing Director duly authorised by and acting on behalf of the..... .... doth hereby set his hand and the seal of the $\frac{\text{Company}}{\text{Press}}$ on the day and year above mentioned.

G. R. S. VI—G/32]

SUBJECT.....

.....

.....

Diary No. of letter replied to.....

GENERAL AND REVENUE SECRETARIAT
( )
the *191*

Date of issue 18/9

Signed by.. M^r ARR

Section P&S
File No. 6-19
Serial No. 9

No. 57003/7

To The Supdt Govt Printing

Sir,

With reference to your letter no 70 & 9th July 1919 forwarding for approval Copy of form of agreement to be signed adopted in future by private presses with printing work of the Govt Department I am directed to forward herewith Copy of the forms to be generally used in such cases as approved by Govt